

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	Chapter 11
BIG LOTS, INC., <i>et al.</i> <sup>1</sup>	Case No. 24-11967 (JKS)
Debtors.	(Jointly Administered)
	<b>Re: Docket No. 2097</b>

**LIMITED OBJECTION AND RESERVATION OF RIGHTS OF  
AVTEX COLLINS CORNER ASSOCIATES, LLC TO THE  
PROPOSED REJECTION OF THE UNEXPIRED LEASE  
FOR STORE NO. 5407 AND THE ABANDONMENT OF PROPERTY**

AVTEX Collins Corner Associates, LLC, as the landlord (“Landlord”) of Store No. 5407 located at 14154 E. Wade Hampton Blvd., Greer, South Carolina (the “Premises”) under that certain lease dated March 13, 2019 (the “Lease”) with debtor Big Lots Stores, Inc. (the “Debtor”), by and through its undersigned counsel, files this limited objection and reservation of rights in response to the *Thirteenth Notice of Rejection of Certain Executory Contracts and/or Unexpired Leases (and the Abandonment of Property)* [D.I. 2097] (the “Rejection Notice”),<sup>3</sup> and in support thereof, respectfully states as follows:

**LIMITED OBJECTION**

1. While the Landlord does not object to the Debtor’s decision to reject the Lease, it does object to the Debtor’s request to surrender the Premises in any way inconsistent with the terms of the

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<sup>1</sup> The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin - Granville Road, Columbus, OH 43081.

Lease. *See* Rejection Procedures Order [D.I. 461]. Specifically, the Premises were surrendered in disarray, with an excessive amount of trash and damaged personal property remaining on the premises.

2. In accordance with Section 23 of the Lease, the Debtor must leave the Premises in “broom clean, as-is condition.” The Landlord should not be required to bear the significant cost to remove personal property, FF&E of the Debtor, or otherwise clean up the Debtor’s trash. To the extent that the Premises are not returned to the Landlord in the condition as required by the terms of the Lease, the Landlord reserves all rights to assert an administrative expense claim for hold-over rent and/or damages.

### **RESERVATION OF RIGHTS**

3. The Landlord reserves all rights to amend or supplement this objection as well as any additional grounds for objections to the Motion at the final hearing.

### **CONCLUSION**

WHEREFORE, the Landlord respectfully requests the Court require to the Debtors to return the Premises in the condition as required for under the Lease and grant such other relief as the Court deems just and proper.

Dated: March 10, 2025

**BURR & FORMAN LLP**

/s/ J. Cory Falgowski

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